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6/09/92

DEEDS
352761

HIGHWAY EASEMENT DEED

THIS DEED, made this 92 day of June, 1992, by and between the
UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION,
FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and
SHOSHONE COUNTY, of the STATE of IDAHO, hereinafter referred to as the GRANTEE:

W I T N E S S E T H :

WHEREAS, on May 14, 1984 the DEPARTMENT and the GRANTEE entered into a
Forest Highway Agreement to set forth general terms and conditions pursuant to
the provisions of Title 23, United States Code, Section 204, and Title 23, code
of Federal Regulations, Part 660, Subpart A; and

WHEREAS, on June 17, 1986 the UNITED STATES OF AMERICA, acting by and
through the DEPARTMENT in the United States District Court for the District of
Idaho, acquired by eminent domain those lands described below;

WHEREAS, the GRANTEE accepted, by letter dated August 7, 1991, Idaho Forest
Highway Project 50-1(9) for operation and maintenance;

NOW THEREFORE, the DEPARTMENT, as authorized by law, does hereby grant
to the GRANTEE an easement for a right-of-way for the operation and maintenance
of a highway and use of the space above and below the established grade line of
the highway pavement for highway purposes on, over, across, in, and upon the
following described land of the United States:

T.45 N., R.3 E., B.M.

Section 13, Government Lot 9

T.45 N., R.4 E., B.M.

Section 18, Government Lots 9, 10, 8, 5, and 3

USEPA SF



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Section 15, Government Lot 2

Section 10, Government Lots 3, 2, 1, 6, and the NE1/4 SE1/4

Section 11, Government Lots 4, 3, 2, and 1

Section 14, Government Lot 3

T. 45 N., R. 5 E., B.M.

Section 7, Government Lots 6, 5, 4, 3, and 11

Section 17, Government Lots 5, 4, 3, and 2

Section 9, Government Lot 1

Section 16, Government Lots 2 and 1

Section 15, Government Lots 4, 3, 2, and 1

as shown on Exhibit A, attached hereto and made a part hereof, subject, however,
to the following terms, conditions, and covenants:

1. If outstanding valid claims, exist on the date of this use
authorization, the GRANTEE shall obtain such permission as may be necessary
on account of any such claims.

2. The easement herein granted is limited to use of the described right-
of-way and the space above and below the established grade line of the highway
pavement for the purpose of operation and maintenance of a highway and does not
include the grant of any rights for nonhighway purposes or facilities.

3. Consistent with highway safety standards, the GRANTEE shall:

a. Protect and preserve soil and vegetative cover and scenic and
esthetic values on the right-of-way outside of construction limits.

b. Provide for the prevention and control of soil erosion within
the right-of-way.

c. Vegetate and keep vegetated with suitable species all earth cut
and fill slopes feasible for revegetation.

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4. Application of chemicals shall be pursuant to the National Environment Policy Act.

5. The provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with.

6. The GRANTEE, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:

a. No person shall, on the grounds of race color, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed;

b. The GRANTEE shall use said easement right-of-way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

7. When need for the easement herein granted shall no longer exist, the GRANTEE shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Department of Transportation, Federal Highway Administration.

IN WITNESS WHEREOF, I, Robert B. Rutledge, Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, the Regional Federal Highway Administrator, and Chief

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Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

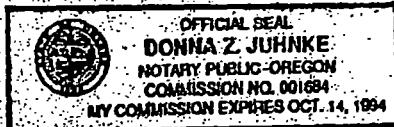
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

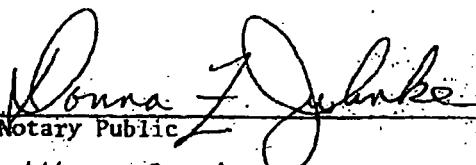
BY 
Robert B. Rutledge
Regional Counsel

STATE OF OREGON)
) as:
COUNTY OF MULTNOMAH)

I, Donna Z. Juhnke, a Notary Public in and for the State of Oregon, do hereby certify that on the 9th day of June, 1992, before me personally appeared Robert B. Rutledge, Regional Counsel, Federal Highway Administration, and acknowledge that the foregoing instrument bearing date of June 9, 1992, was executed by him, in his official capacity and by authority in him vested by law for the purposes and intents in said instrument described and set forth, and acknowledged the sum to be his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 9th day of June, 1992.




Donna Z. Juhnke
Notary Public

My commission expires October 14, 1994

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In compliance with the conditions set forth in the foregoing deed, the County of Shoshone, State of Idaho, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors, and assigns forever to abide by the conditions set forth in said deed.

By: Dan Heymer
Title: Chairman

STATE OF Idaho
COUNTY OF Shoshone

Jamala House, a Notary Public in and for said County and State, hereby certify that Dan Heymer, whose name as Chairman is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she in his/her capacity as Chairman Board of Co executed the same voluntarily on this day.

Givin under my hand and seal of office this 24th day of June 1992

Jamala House
Notary Public

My commission expires 3/22/97

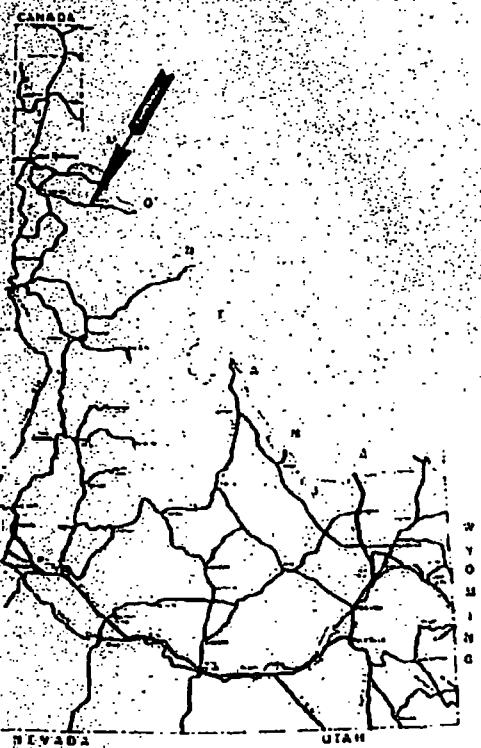
MAP 1

U.S. DEPART.
FEDERAL
WESTERN

IDAHO FOREST
ST.

ST. JOSEPH
S

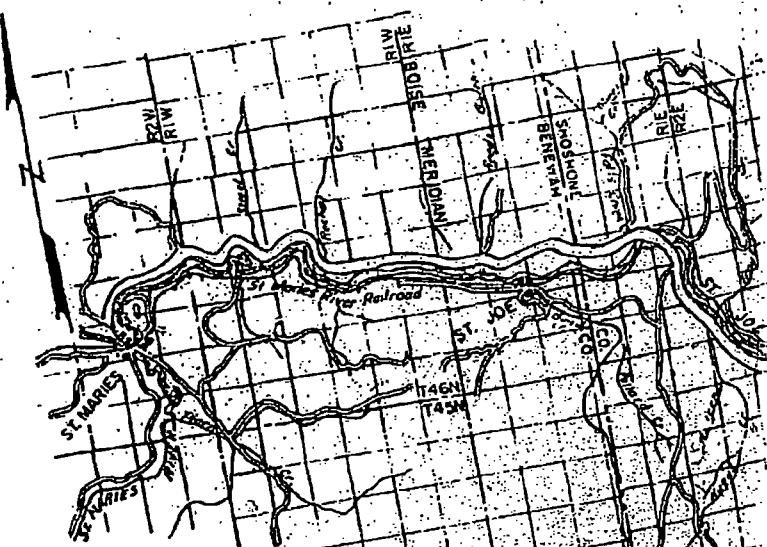
FEDERAL



KEY MAP IDAHO

CONVENTIONAL SYMBOLS

COUNTY LINE	—
DOMESTIC OR RANGE LINE	—
SECTION LINE	—
QUARTER SECTION LINE	—
STATE/TERM LINE	—
NATIONAL PARK OR FOREST BOUNDARY	—
LINE TO BE CONSTRUCTED	—
LIMIT OF SLOPE LINE (TOP OF CUT)	—
LIMIT OF SLOPE LINE (SOIL OF FILL)	—
PROPOSED RIGHT OF WAY LINE	R/W
EXISTING RIGHT OF WAY LINE	R/W
LIMITED ACCESS RIGHT OF WAY	—
TRAVELED WAY	—
RAILROAD	—
EXISTING FORCE	—
EXISTING CULVERT	—
ROUTE TO BE CONSTRUCTED	—
EXISTING BRIDGE	—
PROPOSED BRIDGE	—
POWER POLES (EXISTING & PROPOSED)	○ —
TELEPHONE/TELEGRAPH POLES (EXIST. & PROP.)	— ○ —
DIRT USE PILES (EXISTING & PROPOSED)	○ ○ —



ARED BY
TRANSPORTATION
ADMINISTRATION
FEDERAL DIVISION
SECTION B

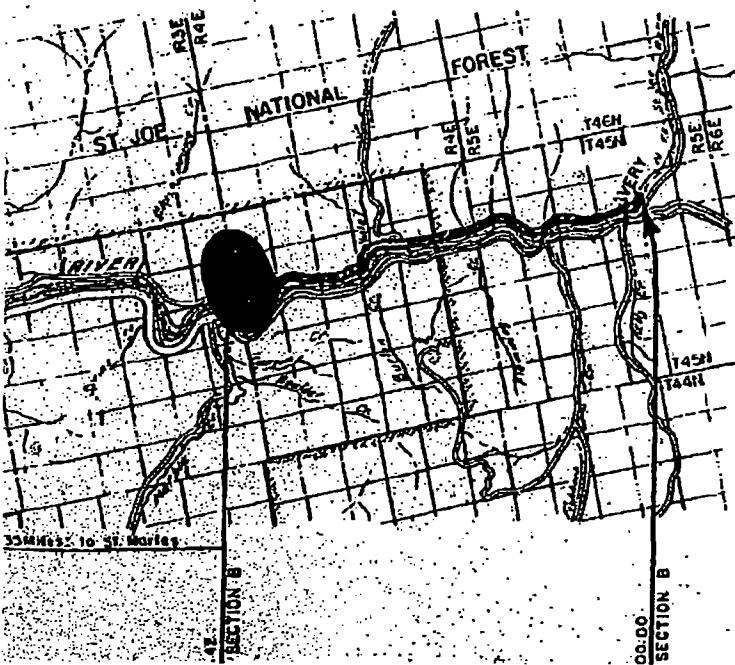
Y PROJECT 50-1(6)

ER ROAD

32 MILES
AL FOREST
COUNTY

IO

INISTRATION
147.49



INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	VICINITY & OWNERSHIP MAP
3-24	R/N PLAN SHEETS

EXHIBIT A

Recommended For Approval

John E. Shull
Project Development Engineer

DATE 4/22/85

Approved

James W. Hall

DATE 4/22/85